

July 22, 1965

Castle Square Associates
50 State Street
Boston, Massachusetts

Gentlemen:

Reference is made to an instrument dated July 15, 1965, in which the MBTA released certain of its right, title and interest in Castle Square, and to your letter of July 14, 1965, agreeing to indemnify and reimburse the MBTA for the fair market value of any lands passing under said instrument.

In the event that Castle Square Associates is called upon so to indemnify and reimburse the MBTA, the BRA will indemnify and reimburse Castle Square Associates for any amounts it is obligated to pay to the MBTA under said letter of July 14, 1965.

This letter shall take effect as a sealed instrument.

Very truly yours,

BOSTON REDEVELOPMENT AUTHORITY

By: _____
DEVELOPMENT ADMINISTRATOR

July 14, 1965

Massachusetts Bay Transportation
Authority,
500 Arborway,
Jamaica Plain, Massachusetts

Gentlemen:

Reference is made to an instrument dated July 15th, 1965, which is a release of all the right, title and interest of the Massachusetts Bay Transportation Authority (hereinafter referred to as the "MBTA") in an area in Boston, Massachusetts, more fully described in the deed, subject to the conditions set forth in the deed.

In consideration of the delivery of this release, the undersigned hereby, jointly and severally, agree to indemnify and reimburse the MBTA for the fair market value of any lands passing under such instrument upon suitable advice as to the facts.

This letter shall take effect as a sealed instrument.

Very truly yours,
CASTLE SQUARE ASSOCIATES

By *Benton A. Draper*
A Joint Venturer

By *Walter H. Hopp*
A Joint Venturer

By *Joseph J. Gattuso*
A Joint Venturer

July 22, 1965

M E M O R A N D U M

TO: Boston Redevelopment Authority
U M

FROM: Edward J. Logue, Development Administrator

SUBJECT: AGREEMENT TO INDEMNIFY CASTLE SQUARE ASSOCIATES
AGAINST MBTA CLAIMS.

In connection with the transfer of title of Parcel 1 to Castle Square Associates which took place on July 14, the attorney for the title insurance company raised this problem: since the BRA taking of Castle Square had excepted any and all rights of the MBTA in the area, it would be necessary, before the title company would insure the title, for the MBTA to release any rights which might have been so excepted, reserving, of course, an easement for actual MBTA facilities. The MBTA agreed to execute such a Deed of Release, only if Castle Square Associates would agree to reimburse the MBTA in the event it was ever determined that any actual property rights were transferred in such a release.

Since it is the BRA'S obligation to transfer a marketable title, I told Castle Square Associates that I would recommend to the Board that it agree to indemnify Castle Square Associates in the event such an MBTA claim was ever made. I am advised by our engineers and lawyers that there is no possibility of such a claim being made, but in any event I believe it is incumbent upon us to give the developers this assurance.

Attached to this memorandum are copies of (a) the MBTA Deed of Release, (b) Castle Square Associates Letter of Reimbursement, and (c) proposed BRA Letter of Indemnification. I recommend your approval of the latter document, and attach an appropriate vote.

D E E D

MASSACHUSETTS BAY TRANSPORTATION AUTHORITY, a body politic and corporate duly created and acting pursuant to Chapter 563 of the Acts of 1964, as amended, herein sometimes called the "MBTA", formerly known as Metropolitan Transit Authority, having an usual place of business in Boston, Suffolk County, Massachusetts, for consideration paid, GRANTS and RELEASES, subject, however, to the reservation of the easement hereinafter set forth, unto Joseph J. Gottlieb, unmarried, of 15 Cleveland Road, Brookline, Norfolk County, Massachusetts; John C. Pappas, married to Catherine A. Pappas of 55 Brush Hill Lane, Milton, Norfolk County, Massachusetts; and Bertram A. Druker, married to Millicent Druker of 147 Chestnut Hill Road, Chestnut Hill, Middlesex County, Massachusetts, doing business as Castle Square Associates, 50 State Street, Boston, Suffolk County, Massachusetts, as tenants in common, each with the following share: John C. Pappas - 44.45%; Bertram A. Druker - 31.38%; Joseph J. Gottlieb - 24.17%; all right, title and interest of the MBTA in and to that portion of the land in said BOSTON taken by Boston Redevelopment Authority by its Order of Taking dated December 19, 1962, recorded with Suffolk County Registry Deeds, Book 7707, Page 249, bounded and described as follows:

NORTHERLY	by the southerly sideline of Herald Street;
EASTERLY	by the westerly sideline of Shawmut Avenue as it existed at the time of said Taking;
SOUTHERLY	by the northerly sideline of Dover Street; and
WESTERLY	by the easterly sideline of Tremont Street as it existed at the time of said Taking.

RESERVING, however, to the MBTA and its successors and assigns, the MBTA's present existing underground conduit easement, with the appurtenances thereto belonging, including the manholes and cables located within the above-described premises in a portion of the former location of Compton Street and running between Tremont Street and Shawmut Avenue, and as part of the consideration for and by accepting

this deed, the grantee and its successors and assigns, in building over said Easement, COVENANT and AGREE with the MBTA and its successors and assigns not to interfere with the present access thereto and with the right of the MBTA and its successors and assigns to maintain, repair, replace, relay or remove said conduit, manholes and cables and the appurtenances thereto belonging.

The grantee and its successors and assigns, in building over said easement, further COVENANT and AGREE to proceed so as not to damage or threaten damage to or impair or interfere in any way with any MBTA facilities included in said easement area. These COVENANTS will only bind the grantees, their successors and assigns only during the period that the grantees and their successors and assigns are in ownership of the property. The sole purpose of the Deed is to remove a cloud on the title.

IN WITNESS WHEREOF, on the 15th day of July 1965, at Boston, Massachusetts, the parties hereto have caused this Instrument to be signed, sealed and delivered by their duly authorized officers, respectively.

MASSACHUSETTS BAY TRANSPORTATION AUTHORITY
By

_____, Chairman
James McCormack

William J. Fitzgerald
William J. Fitzgerald

Robert P. Springer
Robert P. Springer

Philip Kramer
Philip Kramer

George L. Anderson
George L. Anderson

BOARD OF DIRECTORS

proved as to form:

General Counsel

CASTLE SQUARE ASSOCIATES

Joint Venturer

Joint Venturer

Joint Venturer

